

THE COURTS.

THE GREAT ENGLISH FORGERIES.

Effort to Procure the Release of McDonnell—He Is Brought Before the United States Court on a Writ of Habeas Corpus—The Warrant and Commitment Declared Insufficient to Hold Him—Further Hearing in the Case To-Day.

MAUD MERRILL'S MURDER.

The Application for a Commission to Inquire as to Whether Bleakley is the Victim of Hereditary Insanity—Argument in the Case—Decision To Be Given This Morning.

BUSINESS IN THE OTHER COURTS.

Important Decision as to Pilgrage—A Hint to Champagne Consumers—Decisions.

Application was made yesterday before Judge Brady, in the Court of Oyer and Terminer, for a commission to take testimony in Ireland as to the sanity of the father and a sister of Robert Bleakley, indicted for the murder last November of Maud Merrill, in a house of ill-fame in Nelson place. Judge Brady promised to give this morning his decision in the case.

Two important decisions, as will be seen by the reports elsewhere, were yesterday rendered in the Court of Common Pleas. One of special interest to pilots, ship owners and commanders and the other to patrons of champagne.

A decision was rendered yesterday in the Court of Common Pleas, General Term, declaring null and void a lease for premises used for lottery purposes. Owners of buildings where "Exchange Offices" flourish had better take warning.

Hudson S. Rideout and others were owners of the schooner Abbie S. Oakes, of Bangor. They libeled the steamboat City of Hartford and the steamer Unit to recover \$5,000 damages sustained by the schooner being run into by the City of Hartford, in the East River. Judge Blatchford had ordered a decree in the Court below against the City of Hartford only. The case next came before Judge Woodruff on appeal in the Circuit Court, and yesterday Judge Woodruff decided that both vessels were to blame, and ordered a decree against both, dividing the damages equally. The tug is not worth half the amount of the damages, and Judge Woodruff will hear an argument, at an early day, as to whether the City of Hartford can be assessed for the damages which the unit will not be able to pay.

In the matter of Edward Hagan, bankrupt, Judge Blatchford decided yesterday that, in a case where a surplus exists after the settlement of a bankrupt's estate, the surplus is to be applied, in so far as it can be made available, to pay interest on creditors' claims from the time of filing bankrupt's petition to the date of settlement.

Yesterday, in the United States Circuit Court, George McDonnell, who has been charged with embezzling the great funds on the Bank of England, was brought up on a writ of habeas corpus with a view to his discharge from custody, on the ground that the warrant issued for his arrest by Commissioner Gutman and the prisoner's subsequent commitment were insufficient and illegal. After a traverse to the return and special demurrer had been put in by counsel for the accused, the case was adjourned till this morning.

THE BANK OF ENGLAND FRAUDS.

Motion to Discharge McDonnell on a Writ of Habeas Corpus—Alleged Insufficiency of the Warrant and Commitment—A Special Demurrer—The Case To Be Continued This Morning.

In the United States Circuit Court, George McDonnell, alias McDonald, who is charged in conjunction with Noyes, Bidwell and others with having perpetrated immense frauds on the Bank of England, was yesterday brought before Judge Woodruff under a writ of habeas corpus granted by his Honor on Thursday. This writ was sued out by counsel for the prisoner, who allege that the warrant issued by Commissioner Gutman for the arrest of McDonnell, and his subsequent commitment, were illegal, and that, therefore, he ought to be discharged from the custody of the Marshal.

MCDONNELL WAS BROUGHT into the court room at ten o'clock by Deputy Marshals Purvis and Croy. He wore an air of the most perfect unconcern, and seemed as jolly and jaunty as if he were going to a pleasure party merely. He was represented by his counsel, Mr. Charles W. Brooke, and the British government, who have made a demand for the extradition of McDonnell, had for their counsel Mr. C. M. Da Costa.

Among the spectators were Mr. Henry Webb, SECRETARY OF THE DETECTIVE POLICE, SCOTLAND YARD, who recently came over with a young woman, Frances Gray, who has identified McDonnell as a person with whom she had been acquainted in London. Mr. Webb has been many years connected with the police of the English metropolis. Doubtless he is well known as one of those "bow-street officers" who have made themselves so celebrated for the cleverness with which they have often captured runaway thieves and other fugitives from justice in all parts of the Continent of Europe.

THE PROCEEDINGS.

Mr. Brooke said that, in his judgment, the return to the writ was not sufficient. Would he delay the Court by traversing the return?

Judge Woodruff replied that he might demur to the return if he pleased, or he could traverse it. Counsel must adopt his own course in bringing up the issues, as the Court would not undertake to advise him.

Mr. Brooke's counsel then read the return to the writ, as follows:—"In obedience to the written writ, I do hereby produce George McDonnell, with the warrant for his arrest and commitment of United States Commissioner Joseph Gutman, Jr., which said warrant and commitment are the causes of his imprisonment and detention."

Mr. Da Costa contended for the sufficiency of the return.

Mr. Brooke—maintain that it is not sufficient. Counsel then read a traverse to the return. The following are the substantial points:—

THE TRAVSE.

That the warrant contains no description of any specific offense charged to have been committed by the relator and embraced in the treaty of extradition between Great Britain and the United States. That the warrant is not issued in accordance with the provisions of the laws in that behalf, and is not based upon any sufficient, proper and legally founded complaint, as by such laws required. That the commitment is insufficient and informal, and that the proceedings herein had upon such warrant and commitment are not in accordance with the requirements of the act of Congress providing for such proceedings under the treaty of extradition herein referred to.

Mr. Da Costa would like to know if that was what it is.

Judge Woodruff—it appears to me to be difficult to say what it is.

Mr. Brooke—Perhaps I may say it is a "what is it?"

Mr. Brooke submitted that he had raised, by this proceeding, a question of fact and a question of law. The warrant and the commitment were informal. Questions of fact and of law were embraced in the traverse, and he contended that the traverse was sufficient.

as the law of the Court and its practice required.

Judge Woodruff contended that the traverse was precise and specific enough; that it conformed to all the requirements of the law, and with the view of maintaining his position, cited the case of *Francis v. Pares*, reported in 7th Blatchford, U. S. C. R., page 81.

Mr. Da Costa replied to this by observing that the case of *Pares* did not apply to the case now before the Court.

Judge Woodruff said he believed the view advanced by Mr. Da Costa was correct as to the want of jurisdiction in the case of *Pares*. He said that, on this matter, requested Mr. Brooke to plead some specific ground in the traverse.

Mr. Brooke at once complied, putting in a special demurrer, which was read as follows:—"The traverse, with the exception of an averment as follows:—'The magistrate had no jurisdiction to issue a warrant, because the complaint was insufficient'—had been presented to him at the time the warrant was issued."

Prosecution counsel said the traverse stated that the return to the writ was insufficient; that the warrant and commitment were each of them insufficient in law to restrain the relator of his liberty, and that the magistrate was authorized to issue the warrant on an insufficient complaint made before him at the time of issuing the complaint.

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Supreme Court—Trial Term.

Suit Against the City by Painters.

Before Judge Davis.

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Nineteen men performed the work for which payment was claimed. Mr. Dean, for the city, moved for a dismissal of the complaint, on the grounds, first, that it was not shown that there was a contract between the city and the painters; second, that no authority was shown for the employment of these painters; and third, that the city was not liable for the payment of the claim; second, that no authority was shown for the employment of these painters; and third, that the city was not liable for the payment of the claim.

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